



MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement is made this **..th day of month, 2012** by and between XXX, legally represented by yyy (hereinafter referred to as "Recipient")

and

Cyto-Barr B.V., De Gast 54, 9801AG Zuidhorn, The Netherlands, legally presented by Prof.dr. Jaap M. Middeldorp (hereinafter referred to as "Provider")

The parties have agreed as follows :

1. Provider agrees to transfer to Recipient the following proprietary (biological) material and related know-how **xxx virus-specific monoclonal antibodies to latent and lytic antigens** (hereinafter "Material").
2. The Material will be used by Recipient solely in connection with the project described as follows: **Immunochemical detection of virus antigens in cell lines, human and mouse tissues and extracts thereof.** (hereinafter "Research Project").
3. This Material will only be used for Research purposes by Recipient in its laboratory under suitable containment conditions. The Material will not be used for any other purpose including but not limited to commercial purposes such as production or sale.
4. To the extent permitted by law, Recipient agrees to treat in confidence and not to disclose to any third party, for a period of five (5) years from the date of its disclosure, any of Provider's written information relating to the Material that is stamped "CONFIDENTIAL" (hereinafter "Confidential Information"), except for information that was previously known to Recipient provided such prior knowledge can be well substantiated by documentation or that is or becomes publicly available through no fault of Recipient or which is lawfully disclosed to Recipient without a confidentiality obligation. Recipient may publish or otherwise publicly disclose the results of the Research Project, only if Provider has reviewed the proposed disclosure, and has given its written consent to such publication or disclosure. The provider shall do so within 6 weeks after receiving such a proposed disclosure. In all such oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of the Material by co-authorship unless requested otherwise.
5. The Material is considered proprietary to Provider. Recipient therefore agrees to retain control over the Material, and further agrees not to transfer the Material to other people not under its supervision without prior written approval of Provider. Recipient shall inform Provider promptly of the termination of the Research Project in writing and of the results of the Research Project. Within one month from termination of the Research Project, the Material will be destroyed by Recipient, unless Recipient is instructed otherwise by Provider.
6. The Recipient agrees that, as a material condition for Provider to make the Material available hereunder, Recipient shall not attempt to reverse engineer,

disassemble (if Material includes instrumentation), or otherwise perform analyses directed or intended at learning the methodology, components, formulae, processes or other information pertaining to the make-up or production of the Material, unless expressly authorized in writing by Provider. If so authorized, Recipient shall furnish copies of any such analyses to Provider and Recipient shall make no use thereof except as agreed in writing by Provider. If no further agreement is reached by the parties as to the Material, Recipient shall at Provider's request either furnish all copies of such analyses to Provider or destroy all copies thereof.

7. This Material **IS BEING SUPPLIED TO RECIPIENT WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Provider makes no representations that the use of the Material will not infringe any patent or proprietary rights of third parties. Recipient agrees to hold harmless and indemnify Provider for all liabilities, demands, damages, expenses and losses arising out of or as a result of Recipient's use of the Material for any purpose.
8. Nothing in this Material Transfer Agreement shall or may be construed as granting Recipient any right or licence to the Material for any use other or further than the use described in paragraph 3, first sentence.
9. Recipient herewith grants Provider an option to obtain an exclusive licence, with the right to sub-licence, to any discovery or invention arising out of the studies, evaluations and/or research relating directly to (the use of) the Material. The terms and conditions upon which such licence will be granted will be negotiated in good faith between the parties and will reflect the importance of the contribution of the Material and Confidential Information with respect to such discovery or invention.
10. This Agreement shall be governed by and construed in accordance with the law of the Netherlands. Any dispute in connection with this Agreement which may arise between the parties shall be submitted to the exclusive jurisdiction of the Courts of 's-Gravenhage, the Netherlands.

CYTO-BARR B.V.
Zuidhorn, Month, day, year

RECIPIENT
xxx, dd.

By:
 Prof.dr. J.M. Middeldorp
 CEO

By:
 yyy recipient
 Title

Met opmaak: Engels
 (Groot-Brittannië)